

Carolyn H. Cottrell (SBN 166977)
ccottrell@schneiderwallace.com
Ori Edelstein (SBN 268145)
oedelstein@schneiderwallace.com
Eugene Zinovyev (SBN 267245)
ezinovyev@schneiderwallace.com
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Attorneys for Plaintiffs
HA NGUYEN, ALEX BHAGATRAM,
ALICIA TAYLOR, SORAYA LODIN,
TEYANI CISNEROS, and MICHAEL WEBSTER
and the Class and Collective

[defense counsel on next page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

HA NGUYEN, ALEX BHAGATRAM,
ALICIA TAYLOR, SORAYA LODIN,
TEYANI CISNEROS, and
MICHAEL WEBSTER, individuals,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

BLOOMINGDALE'S, LLC; MACY'S, INC.;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 4:23-cv-00768-YGR

**JOINT STIPULATION AND
~~PROPOSED~~ ORDER SUBMITTING
ALL CLAIMS OF PLAINTIFFS
HA NGUYEN, ALICIA TAYLOR,
SORAYA LODIN, TEYANI CISNEROS,
AND MICHAEL WEBSTER TO
INDIVIDUAL ARBITRATION**

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1 Cary G. Palmer (SBN 186601)
cary.palmer@jacksonlewis.com
2 Erika M. Barbara (SBN 215702)
erika.barbara@jacksonlewis.com
3 Keelia K. Lee (SBN 346549)
keelia.lee@jacksonlewis.com
4 JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
5 Sacramento, CA 95814
Telephone: (916) 341-0404
6 Facsimile: (916) 341-0141

7 Philip J. Smith (SBN 232462)
philip.smith@jacksonlewis.com
8 Chelsea A. Whelan (SBN 282993)
chelsea.whelan@jacksonlewis.com
9 JACKSON LEWIS P.C.
50 California Street, 9th Floor
10 San Francisco, CA 94111
Telephone: (415) 394-9400
11 Facsimile: (415) 394-9401

12 Michael C. Christman (SBN 319758)
michael.christman@macys.com
13 MACY'S LAW DEPARTMENT
11477 Olde Cabin Road, Suite 400
14 St. Louis, MO 63141
Telephone: (314) 342-6334

15 Attorneys for Defendants
16 BLOOMINGDALE'S, LLC and MACY'S, INC.

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1 TO THE HONORABLE COURT:

2 Plaintiffs Ha Nguyen, Alex Bhagatram, Alicia Taylor, Soraya Lodin, Teyani Cisneros, and
3 Michael Webster (collectively, “Plaintiffs”) and Defendants Bloomingdale’s, LLC and Macy’s,
4 Inc. (collectively, “Defendants”) (collectively, “the Parties”), by and through their respective
5 counsel, do hereby stipulate and agree as follows:

6 WHEREAS, five of the six Plaintiffs—Ha Nguyen, Alicia Taylor, Soraya Lodin,
7 Teyan Cisneros, and Michael Webster (hereinafter, the “Arbitration-Eligible Plaintiffs”)—agreed
8 to arbitrate all employment-related claims against Defendants on an individual basis;

9 WHEREAS, at the time the Arbitration-Eligible Plaintiffs were hired by Defendant
10 Bloomingdale’s, LLC, the Arbitration-Eligible Plaintiffs agreed to arbitrate their employment-
11 related claims on an individual basis under the Solutions InSTORE Program by acknowledging
12 receipt of an offer of arbitration at the time of hire and then not opting out of arbitration within the
13 prescribed time period;

14 WHEREAS, Plaintiffs Ha Nguyen, Alicia Taylor, Teyani Cisneros, and Michael Webster
15 agreed to arbitrate all their respective employment-related claims on an individual basis pursuant
16 to the rules and procedures set forth in the Solutions InSTORE Plan Document effective
17 June 1, 2014 (“2014 Arbitration Agreement”), attached hereto as **Exhibit A**;

18 WHEREAS, Plaintiff Soraya Lodin agreed to arbitrate all her respective
19 employment-related claims on an individual basis pursuant to the rules and procedures set forth
20 in the Solutions InSTORE Plan Document effective January 1, 2007 (“2007 Arbitration
21 Agreement”), attached hereto as **Exhibit B**;

22 WHEREAS, Plaintiffs filed their Class and Collective Action Complaint (“Complaint”) on
23 February 21, 2023 [Dkt. 1], alleging claims for: (1) violation of the Fair Labor Standards Act;
24 (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and
25 permit and/or make available meal and rest periods; (5) failure to provide timely and accurate

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1 itemized wage statements; (6) failure to reimburse business expenses; (7) waiting time penalties;
 2 and (8) unlawful business practices (“the Action”).

3 WHEREAS, the Parties agree that all the claims asserted by the Arbitration-Eligible
 4 Plaintiffs fall within the scope of their respective arbitration agreements. As such, the
 5 Arbitration-Eligible Plaintiffs hereby agree to submit all the claims they asserted in the Action to
 6 binding arbitration on an individual basis pursuant to the terms of their respective arbitration
 7 agreements.

8 IT IS HEREBY JOINTLY STIPULATED AND AGREED, by and between the Parties
 9 through their respective counsel of record, as follows:

10 1. The Arbitration-Eligible Plaintiffs’ claims as asserted in the Action
 11 will be submitted to final and binding individual arbitrations pursuant to the terms of the
 12 Arbitration-Eligible Plaintiffs’ respective arbitration agreements;

13 2. Consistent with the terms of their respective arbitration agreements, the
 14 Arbitration-Eligible Plaintiffs will initiate individual arbitration proceedings with the American
 15 Arbitration Association;

16 3. The Arbitration-Eligible Plaintiffs’ claims in the Action shall be stayed and
 17 this Court shall retain jurisdiction of same pending the conclusion of their respective individual
 18 arbitration proceedings;

19 4. Plaintiff Alex Bhagatram will proceed in court with his employment-related
 20 claims as asserted in the Action;

21 5. Defendants will respond to the Complaint in this Court as to Plaintiff
 22 Alex Bhagatram on or before May 22, 2023; and

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6. Defendants reserve all rights and defenses and nothing contained in this Joint Stipulation shall constitute a waiver of any such rights and defenses.

IT IS SO STIPULATED.

Respectfully submitted,
Dated: May 19, 2023 SCHNEIDER WALLACE
COTTRELL KONECKY LLP

By: /s/ Eugene Zinovyev
Carolyn H. Cottrell
Ori Edelstein
Eugene Zinovyev

Attorneys for Plaintiffs HA NGUYEN,
ALEX BHAGATRAM, ALICIA TAYLOR,
SORAYA LODIN, TEYANI CISNEROS,
and MICHAEL WEBSTER and the Class
and Collective

Dated: May 19, 2023 JACKSON LEWIS P.C.

By: /s/ Erika M. Barbara
Cary G. Palmer
Erika M. Barbara
Philip J. Smith

Attorneys for Defendants
BLOOMINGDALE'S, LLC and
MACY'S, INC.

SIGNATURE ATTESTATION

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

Dated: May 19, 2023 /s/ Erika M. Barbara
Erika M. Barbara

~~PROPOSED~~ ORDER

Based on the Joint Stipulation of the Parties and good cause having been shown, **IT IS HEREBY ORDERED** that:

1. The claims of Plaintiffs Ha Nguyen, Alicia Taylor, Soraya Lodin, Teyani Cisneros, and Michael Webster (“Arbitration-Eligible Plaintiffs”) against Defendants as asserted in the Action are subject to binding arbitration on an individual basis pursuant to the terms of their respective arbitration agreements with Defendant Bloomingdale’s, LLC;

2. The Arbitration-Eligible Plaintiffs shall initiate arbitrations on an individual basis with the American Arbitration Association pursuant to the terms of their respective arbitration agreements;

3. The claims of the Arbitration-Eligible Plaintiffs shall be stayed and this Court shall retain jurisdiction over them pending the conclusion of their respective individual arbitrations;

4. The Parties are ordered to advise the Court within thirty (30) days of the completion of each individual arbitration; and

5. Failure to comply with this Court’s Order may result in dismissal.

IT IS SO ORDERED.

Dated: May 23, 2023


HON. YVONNE GONZALEZ ROGERS
U.S. DISTRICT COURT JUDGE